

USER AGENCY AGREEMENT
for access to
THE MISSOURI DEPARTMENT OF CORRECTIONS
LAW ENFORCEMENT NOTIFICATION SYSTEM

This agreement is made and entered into this ____ day of _____, _____, by and between the Missouri Department of Corrections (hereinafter referred to as DOC), administrator of the Missouri Law Enforcement Notification System (hereinafter referred to as LENS), and the _____ County Prosecuting Attorney (hereinafter referred to as USER AGENCY).

1. **Purpose of Agreement:** This agreement sets forth the terms of use of LENS by USER AGENCY and sets forth the responsibilities of the DOC and the USER AGENCY pertaining to LENS.
2. **Duties of DOC:** DOC agrees to furnish the USER AGENCY such information as is available via the LENS and authorized for USER AGENCY.
3. **Duties of the USER AGENCY:** USER AGENCY may use and disseminate all information provided through LENS for the purpose of conducting official USER AGENCY business related to law enforcement activities. Information obtained from LENS cannot be used for any purpose other than for the administration of criminal justice as defined in Section 43.500(1) RSMo Cum. Supp. 2004. USER AGENCY will be responsible for providing all desktop hardware and software required to access LENS and shall be responsible for all fees associated with obtaining Internet access.
4. **Security:** USER AGENCY agrees to limit access to LENS to USER AGENCY employees. USER AGENCY agrees to maintain on file a Missouri Department of Corrections Law Enforcement Notification System Confidentiality Compliance Statement for each USER AGENCY employee permitted to access LENS. USER AGENCY shall be responsible for creating and maintaining user ids and passwords for each USER AGENCY employee permitted to access LENS. USER AGENCY agrees to disable an USER AGENCY employee's user id immediately when that employee is separated from employment with USER AGENCY; record on the employee's Confidentiality Compliance Statement the date the employee was separated from employment and the date the employee's user id was disabled; and maintain the employee's Confidentiality Compliance Statement on file for a period of twelve months after the employee was separated from employment. USER AGENCY shall make these records available to the DOC for DOC review upon request from the DOC. USER AGENCY shall identify in Section 9, LENS Administrator, of this agreement a primary LENS administrator and a secondary LENS administrator that shall be responsible for creating and maintaining USER AGENCY user ids and passwords. USER AGENCY is responsible for notifying the DOC when a USER AGENCY LENS administrator changes. Upon receipt of such notification, the DOC, within 5 working days, shall make the necessary changes in LENS to provide administrative privileges to the identified individual. The DOC shall provide notification of such changes to the USER AGENCY.
5. **Cancellation:** Either DOC or USER AGENCY may cancel this agreement upon thirty days written notice to the other party.
6. **Executory Clause:** It is understood by and between the parties hereto that DOC is obligated to provide services described in Section 2 above to USER AGENCY only to the

extent that public funds are made available to DOC for that purpose. DOC shall incur no liability on account thereof beyond the funds made available for such purpose.

7. **Indemnification:** USER AGENCY agrees to indemnify and save harmless DOC and their officials and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liability to others, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment, or any loss, cost, expense and damages, resulting from unauthorized use, or out of, or involving any negligence on the part of USER AGENCY in the exercise or use of this agreement.

8. **USER AGENCY Information:**

USER AGENCY Address:

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____ - _____

Fax Number: (____) _____ - _____

9. **LENS Administrator:**

Primary USER AGENCY LENS Administrator:

First Name: _____ Last Name: _____

E-mail Address: _____

Secondary USER AGENCY LENS Administrator:

First Name: _____ Last Name: _____

E-mail Address: _____

10. **Effective Date:** This agreement will become effective on this _____ day of _____, _____.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

**MISSOURI DEPARTMENT
OF CORRECTIONS:**

By: _____

Title: _____

Date: _____

USER AGENCY:

By: _____

Title: _____

Date: _____

**Missouri Department of Corrections
Law Enforcement Notification System
Confidentiality Compliance Statement**

In the interest of public safety, the Missouri Department of Corrections makes available to Law Enforcement Agencies, information and photographs of offenders who are actively supervised by the Department of Corrections. Information obtained from this system cannot be used for any purpose other than for administration of criminal justice as defined in Section 43.500(1) RSMo Cum. Supp. 2004. Users of this system are responsible for properly accessing and/or disseminating data.

Following is a list of standards pertaining to the use of this information.

1. You are authorized to use this information to fulfill your authorized duty as an employee of a criminal justice agency.
2. You may not disclose information properly obtained from LENS for any purpose other than the administration of criminal justice as defined in Section 43.500 RSMo Cum. Supp. 2004.
3. Unauthorized use of this system or information obtained from this system may result in denial of access and/or may be subject to criminal prosecution.
4. The Department of Corrections, or other authorized personnel, may monitor activity of the LENS system and report on suspected misuse.
5. You are responsible for maintaining the confidentiality of your LENS password. The sharing of your LENS user id and password with another individual to permit access to LENS for that individual is prohibited.

I, _____(type or print name), fully understand this agreement as outlined and agree to abide by these rules and standards as well as any additional standards that may be established at some later date.

Signature of Requestor

Date

Agency Name